

ORIGINAL

BEFORE THE
FEDERAL MARITIME COMMISSION

DOCKET NO. 14-14

MARK BARR
v.
OCEAN TRADE LINES, INC.



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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

VERIFIED COMPLAINT

COMPLAINANT.

1. Complainant Mark Barr resides at Elgin, Calshot Road, Fawley, Southampton Hants SO45 1DW, United Kingdom.
2. Mark Barr is the owner of a 1994 Wauquiez Centurion, a 36-foot sailing vessel, for which Complainant sought to obtain transportation by water between Port Everglades FL and Southampton UK. Mark and Amanda Barr. Mark Barr is a "shipper" in relation to Ocean Trade Lines Inc.

RESPONDENT.

3. Respondent Ocean Trade Lines Inc. is a common carrier with its primary place of business at 500 East Broward Blvd, Suite 1710, Fort Lauderdale, FL 33394. As relevant herein, Ocean Trade Lines offered and provided services to Complainant in the capacity as an non-vessel-operating common carrier.
4. Respondent Ocean Trade Lines Inc. is licensed by the Federal Maritime Commission as a non-vessel-operating common carrier (NVOCC), FMC License No. 024048.
5. Ocean Trade Lines maintains a website at <https://oceantradelines.com>, where Respondent describes itself as "a premier International and Domestic Boat Transport & Boat Shipping Service Provider."
6. Ocean Trade Lines holds out to provide worldwide Boat Transport Services for yachts, boats, cargo and heavy equipment via weekly scheduled conference line

sailings, seasonal charter trade routes and spot charters, including Port Everglades to Southampton UK.

7. Ocean Trade Lines holds out to provide service pursuant to its tariff ODLI-001, Ocean Trade Lines Inc Rules and Rates Tariff 001 published at <http://boterates.com>.

JURISDICTION.

8. This complaint is filed pursuant to 46 U.S.C. 41301 for injuries caused to them by Ocean Trade Lines. As more particularly alleged below, Respondent Ocean Trade Lines failed to establish or observe just and reasonable practices relating to the receiving, handling or delivering of property, in violation of 46 U.S.C. 41102(c). Respondent also provided service that is not in accordance with the rates, charges, rules and practices contained in tariff published with the Commission, in violation of 46 U.S.C. 41104(2). Respondent also engaged in unfair or unjustly discriminatory practices because the Complainant has patronized another carrier, or filed a complaint, or for other reason, in violation of 46 U.S.C. 41104(3). Respondent also has engaged in unfair or unjustly discriminatory practices in the adjustment and settlement of claims, in violation of 46 U.S.C. 41104(4). Respondent also failed to establish or observe just and reasonable practices relating to the receiving, handling or delivering of property, in violation of 46 U.S.C. 41102(c).

STATEMENT OF FACTS.

9. On or about May 7, 2014, Complainant contacted Respondent's representative Frank D'Alessandro to inquire whether Ocean Trade Lines could undertake transport of Complainant's sailboat.
10. On or about May 7, 2014, Respondent's representative Frank D'Alessandro advised that Ocean Trade Lines had available a vessel for departure from Port Everglades to Southampton with estimated departure of June 20, 2014.
11. In soliciting Complainant to contract for transport services with Ocean Trade Line, Respondent's representative Frank D'Alessandro assured Complainant that "normal" slippage for the sailing date estimated by Ocean Trade Lines was only 7-10 days.
12. On or about May 16, 2014, Respondent's representative Frank D'Alessandro offered Complainant an ocean freight rate of \$14,918.00, provided that Complainant would book the shipment by May 19, 2014.

13. On May 16, 2014 Complainant completed and returned a "Contract for Service Request Document" furnished by Respondent, providing the specifications and dimensions of Complainant's sailboat and requesting Ocean Trade Lines to transport Complainant's cargo from Port Everglades FL to Southampton UK on or about June 20, 2014.
14. On or about May 16, 2014, Ocean Trade Lines furnished to Complainant a "shipping contract" for the transport of Complainant's 36-foot sailboat.
15. Pursuant to its shipping contract, No. 1076761, Ocean Trade Lines agreed to transport Complainant's 36-foot sailboat from Port Everglades FL to Southampton UK with an estimated pick-up date of June 20, 2014.
16. Pursuant to its shipping contract, No. 1076761, Ocean Trade Lines' agreed to transport Complainant's sailboat for the freight rate of \$14,918.00, inclusive of Ocean Freight, Cradle Hire, Load/Discharge Procedures, Documentation, and purchase of Cargo Insurance for the sailboat's value.
17. Pursuant to its shipping contract, Ocean Trade Lines required full payment of the agreed freight rate of \$14,918.00 upon signing.
18. A copy of Ocean Trade Lines' shipping contract, No. 1076761, is included as Attachment A to this Complaint.
19. In reliance upon the representations of Ocean Trade Lines and its employees, Complainant signed and returned Ocean Trade Lines' shipping contract, No. 1076761, on or about May 16, 2014.
20. On or about May 21, 2014, the Respondent's Operations Department acknowledged receipt of shipping contract No. 1076761.
21. In reliance upon the representations of Ocean Trade Lines and its employees, Complainant promptly paid to Ocean Trade Lines the full freight rate of \$14,918.00 required by Ocean Trade Lines' shipping contract.
22. In reliance upon the representations of Ocean Trade Lines and its employees, Complainant undertook to reposition his sailboat from the Bahamas to Port Everglades in order to make ready for loading.
23. On or about June 10, 2014, Ocean Trade Lines advised Complainant that the vessel on which Ocean Trade Lines would charter space had delayed its departure until "earl/mid July," subject to further stow planning for the vessel.
24. On or about June 11, 2014, Complainant requested that Ocean Trade Lines provide further information about the vessel on which Ocean Trade Lines would

charter space to transport Complainant's cargo, and complained that the suggested new sailing date was contrary to Respondent's prior representations.

25. On or about June 11, 2014, Ocean Trade Lines advised it was awaiting "cargo completion planning for voyage est. early/mid July."
26. On or about June 13, 2014, Ocean Trade Lines was notified that Complainant's sailboat had been returned to Florida for shipping.
27. On or about June 20, 2014, and again on July 9, 2014, Complainant requested that Ocean Trade Lines provide a status update about the vessel on which Ocean Trade Lines would charter space to transport Complainant's cargo.
28. On or about July 11, 2014, Ocean Trade Lines advised that the vessel on which Respondent would charter space had delayed its departure until "est. Mid-August," subject to further stow planning for the vessel.
29. Ocean Trade Lines advised that "to save everyone time and better assist in making decisions," other liner options were presented by Respondent "as an alternative for your consideration."
30. On or about July 22, 2014, Complainant furnished to Ocean Trade Lines by email a notarized cancellation of contract No. 1076761, receipt of which was acknowledged by Respondent.
31. On or about July 23, 2014, Respondent instructed Complainant by email to complete, sign and notarize an attached form, entitled "OTL Request for Cancellation of Contract for Service."
32. On or about July 23, 2014, Complainant advised by email that all information required for cancellation, as specified under the Shipping Contract, had already been provided to Ocean Trade Lines.
33. On or about July 23, 2014, Complainant requested the assistance of the Commission's Office of Consumer Affairs and Dispute Resolution Services in an effort to facilitate a timely refund and resolution of this dispute.
34. On or about July 25, 2014, Complainant requested a partial refund of freight by Ocean Trade Lines due to cancellation, in accordance with the Shipping Contract.
35. On or about July 28, 2014, Ocean Trade Lines instructed Complainant by email to complete, sign and notarize a "Cancellation and Release Form" in order to process any refund.

36. As a condition of obtaining a refund, Respondent's Cancellation and Release Form barred Complainant from disclosing or discussing any information about the transaction without the written consent of Ocean Trade Lines.
37. As a condition of obtaining a refund, Respondent's Cancellation and Release Form barred Complainant from pursuing "all actions, claims, demands or damages" against Ocean Trade Lines.
38. As a condition of obtaining a refund, Ocean Trade Lines Cancellation and Release Form compelled Complainant to "retract all statements and reports made to any agency" against Ocean Trade Lines.
39. A copy of Ocean Trade Lines Cancellation and Release Form is included as Attachment B to this Complaint.
40. On or about August 4, 2014, Complainant declined to sign the Respondent's release form, absent modifications requested by Complainant.
41. On or about August 8, 2014, Ocean Trade Lines advised Complainant that the Cancellation and Release Forms cannot be modified or altered.
42. On or about August 22, 2014, Ocean Trade Lines advised Complainant that "customer service has standard procedures that need to be followed," and advised that Respondent had not received the signed Release Form required to process a refund.
43. Respondent's shipping contract, No. 1076761, specifies that "any refunds due to shipper will be paid, without any penalties or interest, within 60 days of processing the cancellation and/or refund documentation."
44. Complainant had requested the assistance of the Commission's Office of Consumer Affairs and Dispute Resolution Services in an effort to facilitate a timely refund and resolution of this dispute. Ocean Trade Lines advised that Respondent had not received the signed Release Form and refused to process a refund.
45. As specified in Ocean Trade Lines' shipping contract, No. 1076761, Ocean Trade Lines was obligated to make refund to Complainant no later than September 21, 2014.
46. To date, Ocean Trade Lines has failed and refused to make any refund to Complainant.
47. As a result of Ocean Trade Lines' failure to transport Complainant's sailboat, Complainant made other transport arrangements to Southampton with Sevenstar

Yacht Transport B.V. which resulted in transportation freight and charges in the amount of \$16,239.00, an amount in excess of Ocean Trade Lines' quoted freight and charges by the amount of \$ 1,321.00. See Invoice and Complainant's payment thereof as Attachment C herein.

STATEMENT OF VIOLATIONS.

48. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain a freight rate of \$14,918.00 for the shipment of a sailboat in its Rules and Rates Tariff No. 001.
49. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain any freight rates in its Rules and Rates Tariff No. 001.
50. Ocean Trade Lines charged and collected from Complainant a freight rate of \$14,918.00 for the shipment of Complainant's sailboat, contrary to carrier's tariff publication requirements under section 8 and section 10(b)(2)(a) of the Shipping Act and the Commission's regulations at 46 C.F.R. 520.3.
51. Ocean Trade Lines' "Shipping Contract" memorializes and sets forth "rates, charges, classifications, rules, and practices" that must be published by the common carrier in a tariff and kept open for public inspection under section 8 of the Shipping Act and the Commission's regulations at 46 C.F.R. 520.3.
52. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain a form of "Shipping Contract" in its Rules and Rates Tariff No. 001.
53. By employing and seeking to enforce provisions of its "Shipping Contract" contrary to carrier's tariff publication requirements under section 8 and the Commission's regulations at 46 C.F.R. 520.3, Ocean Trade Lines has engaged in unjust and unreasonable practices relating to or connected with receiving, handling, storing, or delivering property, in violation of 46 U.S.C. 41102(c).
54. Ocean Trade Lines' procedures allowing the carrier 60 days to process a refund constitute and set forth "rates, charges, classifications, rules, and practices" that must be published by the common carrier in a tariff and kept open for public inspection under section 8 of the Shipping Act and the Commission's regulations at 46 C.F.R. 520.3.
55. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain in its Rules and Rates Tariff No. 001 procedures allowing the carrier 60 days to process a refund.

56. By employing and seeking to enforce procedures allowing the carrier 60 days to process any refund contrary to carrier's tariff publication requirements under section 8 and the Commission's regulations at 46 C.F.R. 520.3, Ocean Trade Lines has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
57. The use by Ocean Trade Lines of "standard procedures that need to be followed" with respect to requesting and processing refunds constitute and set forth "rates, charges, classifications, rules, and practices" that must be published by the common carrier in a tariff and kept open for public inspection under section 8 of the Shipping Act and the Commission's regulations at 46 C.F.R. 520.3.
58. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain in its Rules and Rates Tariff No. 001 any "standard procedures" relating to refunds.
59. By employing and seeking to enforce its "standard procedures that need to be followed" with respect to refunds contrary to carrier's tariff publication requirements under section 8 and the Commission's regulations at 46 C.F.R. 520.3, Ocean Trade Lines has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
60. Ocean Trade Lines' "Cancellation Request Form" memorializes and sets forth "rates, charges, classifications, rules, and practices" that must be published by the common carrier in a tariff and kept open for public inspection under section 8 of the Shipping Act and the Commission's regulations at 46 C.F.R. 520.3.
61. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain its "Cancellation Request Form" relating to refunds in its Rules and Rates Tariff No. 001.
62. By employing and seeking to enforce a requirement that Complainant use its "Cancellation Request Form" and refusing to process Complainant's submission of the same information, contrary to carrier's tariff publication requirements under section 8 and the Commission's regulations at 46 C.F.R. 520.3, Ocean Trade Lines has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
63. Ocean Trade Lines' "Cancellation and Release Form" memorializes and sets forth "rates, charges, classifications, rules, and practices" that must be published by the

common carrier in a tariff and kept open for public inspection under section 8 of the Shipping Act and the Commission's regulations at 46 C.F.R. 520.3.

64. At no time subsequent to May 16, 2014, did Ocean Trade Lines publish or maintain in its Rules and Rates Tariff No. 001 its "Cancellation and Release Form" relating to refunds.
65. By employing and seeking to enforce a requirement that Complainant use its "Cancellation and Release Form" and refusing to process Complainant's request for refund, contrary to carrier's tariff publication requirements under section 8 and the Commission's regulations at 46 C.F.R. 520.3, Respondent has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
66. By employing and seeking to enforce a requirement of its Cancellation and Release Form that bars Complainant from disclosing or discussing any information about the transaction without the written consent of Ocean Trade Lines, Respondent has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
67. By employing and seeking to enforce a requirement of its Cancellation and Release Form that bar Complainant from pursuing any other actions, claims, demands or damages against Ocean Trade Lines (other than partial refund of freight charges paid), Respondent has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
68. By employing and seeking to enforce a requirement of its Cancellation and Release Form that compels Complainant to retract statements and reports made to any agency against Ocean Trade Lines, Respondent has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
69. By failing and refusing to make timely refund to Complainant as specified in Ocean Trade Lines' shipping contract, No. 1076761, Respondent has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).
70. By failing and refusing to make any refund to Complainant despite request therefor, Respondent has engaged in unfair or unjustly discriminatory practices with respect to the adjustment and settlement of claims in violation of 46 U.S.C. 41104(4).

71. By failing and refusing to make any refund following Complainant's request for assistance by the Commission's Office of Consumer Affairs and Dispute Resolution Services and by demanding that Complainant complete, sign and notarize Respondent's release form, Ocean Trade Lines has engaged in unfair or unjustly discriminatory practices because the Complainant has patronized another carrier, or filed a complaint, or for other reason, in violation of 46 U.S.C. 41104(3).

PRAYER FOR RELIEF.

72. Complainant seeks an award of reparations of \$16,239.00 for actual injuries caused to them by Ocean Trades Lines as a result of its violation of 46 U.S.C. 41102(c), 41104(2), 41104(3) and 41104(4), and for award of interest and reasonable attorney fees.
73. If violations of 46 U.S.C. 41104(3) are found, Complainant seeks payment of additional amounts, not exceeding twice the amount of any award for injuries.
74. If violations are found, Complainant seeks a determination whether Ocean Trade Lines should be ordered to cease and desist from all such practices.
75. If violations are found, Complainant seeks a determination whether the OTI license of Ocean Trade Lines should be suspended or revoked, as provided in 46 U.S.C. 40903(a).
76. Complainant seeks such other relief or orders as the Commission may determine.
77. Complainant requests that a hearing in this matter be held in Washington D.C.

Respectfully submitted,

By:



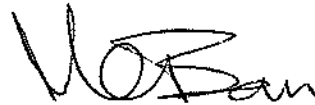
Mark Barr
Elgin, Calshot Road, Fawley, Southampton Hants SO45
1DW, United Kingdom.
Phone no. +442380894428
E-mail: barr_mg@yahoo.co.uk

Dated in Southampton, U.K. this 29 Day of October, 2014

VERIFICATION

Mark Barr declares and states that he is the Complainant in this proceeding, and that the foregoing Verified Complaint is true to the best of his information and belief; and that the grounds of his belief as to all matters not upon his own personal knowledge is information which has otherwise been provided to Complainant.

Pursuant to 28 U.S.C. § 1746 (1), I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 29th, 2014

A handwritten signature in black ink, appearing to read 'Mark Barr', is written over a horizontal line.

Mark Barr
Elgin, Calshot Road, Fawley,
Southampton Hants SO45 1DW,
United Kingdom.

Attachment A

Ocean Trade Lines

500 East Broward Boulevard, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

FMC 024048N - ICC MC# 707343

SHIPPING CONTRACT NO. 1076761

5/16/2014

Shipper: Mark Barr

Address: Elgin, Calshot road, Fawley Southampton Hants, UK SO45 1DW

Phone: 07714223125, **E-mail:** barr mg@yahoo.co.uk

Est. Pick-up Date: 6/20/2014

Service Type/Method: Port to Port / Wtr To Wtr

Origin: Port Everglades, FLORIDA ,

Destination: Southampton, UNITED KINGDOM

Cargo Description:

	<u>LOA (ft)</u>	<u>BOA (ft)</u>	<u>HOA (ft)</u>	<u>Weight (lbs)</u>	<u>Sq Ft</u>	<u>Cbm</u>	<u>Value</u>
1994 Wauquiez Centurion	36.10	12.20	49.20	22000	440.42	613.59	\$101,250

<u>Charge Name</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Subtotal</u>
Port to Port	1	\$14,918.00	\$14,918.00
			Total: \$14,918.00

Notes:

Rate Includes: Ocean Freight, Cradle Hire, Load/ Discharge Procedures, Documentation, Purchase of Cargo Insurance for the value of \$101,250 USD plus the cost of shipping.

Terms of Payment (unless otherwise noted): 100% of the cost is due upon signing this contract. Any additional charges as defined herein are due immediately upon invoice. Acceptable methods of payment are Wire Transfer and Direct Deposit (see attached instructions).

<u>Signature:</u>	<u>Print Name:</u>	<u>Date:</u> ____ / ____ / ____
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Ocean Trade Lines

500 East Broward Blvd, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

SHIPPING CONTRACT NO. **1076761**

Mark Barr

5/16/2014

Terms and Conditions: (Please sign every page!)

Shipper and Ocean Trade Lines, Inc. agree to the following: These Terms and Conditions of Service form part of the Shipping Contract for Service and constitute a legally binding contract between OTL and the Shipper. In the event that governmental, regulatory, port or maritime rules, regulations or standards differ from the Terms and Conditions of Service, the government, regulatory, port or maritime rules, regulations or standards shall control.

Definitions:

- (a) "OTL" shall mean Ocean Trade Lines, Inc., its subsidiaries, related companies, agents and/or representatives. OTL is licensed by the Federal Maritime Commission as a Non-Vessel-Operating Common Carrier (NVOCC License# 024048N), and is also a licensed and bonded Property Broker (ICC-MC# 707343).
- (b) "Shipper" shall mean the person, corporation, organization and/or institution, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers, sellers and/or booking agents, Shipper's agents, insurers and underwriters, break-bulk agents, consignees or others, for which OTL is rendering service. It is the responsibility of the Shipper to provide notice and copy(s) of these terms and conditions of service to all such agents, representatives or interested parties.
- (c) "Documentation" shall mean all information received directly or indirectly from Shipper, whether in paper or electronic form.
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating common carrier".
- (e) "Third parties" shall include, but not be limited to, the following: carriers, truck-men, cart-men, lighter-men, forwarders, crane-men, OTI's, customs brokers, agents, warehouse-men and others to which the goods are entrusted for transportation, cartage, handling, delivery and/or storage etc.
- (f) The term "Days" refers to banking days.
- (g) "Air Waybill" (AWB) or "Bill of Lading" (B/L) shall mean the document(s) which cover transport by air or by sea.
- (h) "Shipment(s)" shall mean all packages/cargo, which are tendered to and accepted by OTL on a single AWB/ B/L.
- (i) "Reasonable Booking/Transit Time" shall mean up to 12 months from first requested pick-up date or estimated shipping date provided for on the detail page of this contract.
- (j) "Detention/Demurrage" shall mean charge on the Shipper's account for delaying carrier's equipment beyond allowed time attributable to the Shipper. Demurrage applies to cargo; detention applies to equipment.
- (k) "Dead freight" shall mean amount of revenue lost and therefore recoverable by OTL from the Shipper as damages if a full and complete cargo is not made available by the Shipper in accordance with the terms of the Contract for Service.
- (l) "Estimated Pick-up Date" shall mean the date on which OTL will have initial access to Cargo and from which date OTL may commit to effect shipment.
- (m) "Inducement" shall mean, in shipping-line rate schedules, stipulation that a ship will call at the named port only if there is enough available and booked cargo (inducement) to justify the visit.
- (n) "Signing this Contract" shall mean the date that this Contract for Services is signed, authorized or upon payment of any deposit for services to be rendered under the Contract for Services. The Contract for Services may be evidenced by any payment by the Shipper. Payment shall be deemed to be an authorization and agreement to proceed under the Contract for Services.
- (o) "Trans-shipment" shall mean the shipment of cargo to an intermediate destination and then from there to the final destination either by ship or other means of transportation necessitated by reason of the carrier, port or other causes not within the control of OTL but disclosed after the cargo has been picked up from the Shipper.
- (p) "Cancellation Fee" shall mean an agreed upon fee for cancellation of service by the Shipper prior to cargo pickup or the date that notice of actual pickup is given by OTL with a firm scheduled time as defined further in paragraph 11 herein below.
- (q) "Carrier's Option" shall mean that OTL retains the option of having the Cargo loaded/discharged at any of the port options stated within this agreement. The Shipper is responsible for dropping off/picking up the Cargo at the port option chosen by OTL, at Shipper's expense. OTL shall not be responsible for any expenses, losses, damages or delays of any nature, howsoever caused or sustained by the Shipper. Carrier option shall also mean any alternate port necessitated by the carrier, shipping line, or governmental authority, including any cause beyond the control of OTL.

1. General Conditions: All rates are based on information and/or dimensions supplied by the Shipper and will be subject to adjustment based on final specifications and/or survey at or before the time of shipment. All other charges/surcharges are subject to change based upon any changes in the supplied information, dimensions and survey as appropriate. All charges and surcharges are for the account of the Shipper, and are in US dollars unless otherwise noted. All shipments are subject to space/equipment availability. OTL cannot guarantee any specific shipping line or departure or arrival dates. All rates/bookings are subject to sufficient Inducement. Proof of Cargo insurance coverage is required for every shipment. All Cargo will be loaded and discharged AS IS. Loading and discharging operations will be monitored and guided by experienced loadmasters. *(Cont. on next page)*

Signature:	Print Name:	Date: ____/____/____
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Ocean Trade Lines

500 East Broward Blvd, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

SHIPPING CONTRACT NO. 1076761

Mark Barr

5/16/2014

(cont.) For Inland Transportation: All quotes assume legal height of 12'6" or less on the carrier's trailer, unless otherwise stated. Customer is responsible for all loading and unloading charges independent of any charges provided for in the Contract for Services, and/or arrangements with the dealer/marina/third party, where the Cargo is being picked up and delivered, unless otherwise stated.

For Containerized Service: All charges are based on maximum weight of 36,000 lbs x 20ft and 44,000 lbs x 40ft (as applicable), and are subject to adjustment following weight & measure verification.

For Auto and Yacht/Boat Shipping: Vehicles and vessels must be empty, except for factory-installed or fixed equipment. NO electronic equipment, valuables, live plants, pets, alcohol, drugs, firearms, ammunitions, explosives, flammables, household items/goods, or any other personal effects may be left in the vehicle or vessel.

Shipper shall also remove all non-permanent outside mounted antennae, luggage and other racks from vehicle or vessel prior to shipment. Please supervise the preparation of your vehicle or vessel, or have a responsible party do so, to insure these guidelines are met.

For shipments to Australia: Due to strict A.Q.I.S. regulations, to prevent quarantine, Cargo containing any wooden parts must be fumigated. Fumigation prior to shipping must be done by a fumigation company approved by Australian customs. Fumigation upon arrival at an Australian port may result in additional expenses and quarantine delays. Non-wooden Cargo must be thoroughly cleaned prior to loading on any cargo ship. The hull of boats must be steam cleaned and the boat must be shrink-wrapped.

2. Terms of Payment: The Shipper agrees to pay the charges due to OTL, as outlined herein. Rates include but are not limited to administrative and clerical fees, which represent the services provided by OTL. Unless specifically listed and charged for, above rates exclude: transportation to or from port, tow assistance, Cargo preparation, road escorts, shrink wrap, captain services, canal passage fees, fuel surcharges, custom build cradle, customs clearance, customs formalities, documentation processing/clearance, import duties, taxes, telex release charges, any applicable port fees, quarantine/demurrage fees, Shipper's export declaration or other regulatory filing, courier services, cargo insurance coverage for inland transportation, and/or marine insurance coverage, fuel surcharges to OTL by shipping lines or third parties or any other services not specified. Some listed services are available upon written request and at an additional fee. Rates are subject to change until Contract for Services is executed by all parties and additional fees as defined herein are subject to change until contracted for. Due to the unpredictability of fuel surcharges, it is impossible to account for the fluctuations in fuel prices that might affect the overall cost of the shipment, whereby, OTL will confirm the final cost at the time of shipment. 100% of the Contract charges are deemed earned upon Signing this Contract, subject to the Cancellation Fee. As a convenience to the Shipper, payment terms on the face page of the Contract for Services are provided by OTL. Any additional charges as defined herein are due immediately upon invoice to Shipper by OTL. Acceptable methods of payment include Direct Deposit or Wire Transfer. The granting of payment terms to a Shipper in connection with a particular transaction shall not be considered a waiver of this provision by OTL. In any dispute involving monies owed to OTL and/or payments charged on Shipper's credit card, OTL shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 18% per annum. OTL reserves the right to seek legal action to collect payment through all available legal venues.

3. OTL as Agent/Services of Third Parties: The parties to this contract hereby recognize that OTL is providing services for the Shipper in its capacity as a consultant, facilitator, logistical organizer and "Agent" of Shipper, for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Shipper and other dealings with shipping lines, common carrier/s, government agencies. OTL is an organization that arranges for the loading and the transportation of the Shipper's consignment through a third party and is not the actual carrier. It is further understood that OTL has been hired by Shipper to obtain the services of various third parties to relocate Shipper's Cargo. OTL is allowed a Reasonable Booking Time to perform the services outlined in this contract. OTL shall not have any active role in the physical movement of the shipment, which shall be conducted solely by third parties who may be engaged by OTL for and on behalf of the account of the Shipper. The shipment shall be subject to the third party's limitations of liability and/or terms and conditions of service. The Shipper's sole remedy and recourse shall be against the third parties so engaged and the Shipper shall indemnify and hold OTL harmless from any and all liabilities associated with its services provided hereunder. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Shipper, OTL shall use reasonable care in its selection, and reserves the right to select/utilize any third parties, or any means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment, as well as the option to pick-up/deliver from/to the nearest available port.

3(a) Trans-shipment: Should the primary port become unavailable for offloading, after the cargo is picked up, due to lack of inducement or for any reason beyond the control of OTL or its service providers it is agreed that OTL may arrange, without further consent of the Shipper, to affect an offloading of the cargo at the next available port. Shipper may take delivery at such port or request a Trans-shipment of the cargo. Should Trans-shipment occur, all applicable charges will be for the Shipper at Shipper's expense and account, including but not limited to docking charges, marina charges, electricity costs, captain services, loading and handling services, etc. The shipment may be carried through intermediate stopping places, including a country other than the country of departure. Advice by OTL that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that OTL warrants or represents that such person or firm will render such services nor does OTL assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, OTL shall reasonably cooperate with the Shipper, who shall be liable for any charges or costs incurred by OTL. (Cont. on next page)

Signature:	Print Name:	Date: ____/____/____
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Ocean Trade Lines

500 East Broward Blvd, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

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Mark Barr

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4. Documentation and Information:

(a) Shipper acknowledges that it is required to review all documents and declarations prepared and/or filed with the Customs Service, other Government Agency, and/or Third Parties, and will immediately advise OTL of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Shippers behalf. Shipper is responsible for accurately providing the dimensions and specifications of the cargo and warrants that each article in the shipment is properly marked, addressed, and packaged for transportation. All shipments are subject to weight and measurement verification and Shipper accepts all weight and dimension changes without notification. All charges are based on the actual length, width (beam), and height overall of the Cargo and must include all protrusions/modifications. A change in the dimensions or declared value of the Cargo will result in a change in shipping charges. When the dimensions exceed the dimensions stated on this Contract for Service, the new dimensions are used to determine the charges. Shipper warrants that each package tendered for shipment is accurately described on the Contract for Service.

(b) In preparing and submitting customs entries, export declarations, applications, documentation and/or export data to the United States authorities and/or a third party, OTL relies on the correctness of all documentation, whether in written or electronic format, furnished by Shipper. Shipper shall use reasonable care to insure the correctness of all such information and shall indemnify and hold OTL harmless from any and all claims asserted and/or liability or losses suffered by reason of the Shipper's failure to disclose information or due to any incorrect or false statement by the Shipper upon which OTL reasonably relied. The Shipper agrees that the Shipper has an affirmative, non-delegable duty to disclose any and all information required to import, export, or transport the goods.

(c) OTL or its agents are will not be held responsible for any reason in the event that country of destination denies entry of goods.

(d) Shipper acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and §1509) he/she has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States. Unless otherwise agreed to in writing, OTL shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "record keeper" or "recordkeeping agent" for Shipper.

(e) Where OTL's agents prepare and/or issue a bill of lading, OTL shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Shipper or his/her agent and Shipper agrees to pay for same. OTL shall rely upon and use the Cargo weight supplied by Shipper.

(f) In the event Shipper takes possession of Original Bills of Lading, and in the event that such Bills of Lading are lost and not available for surrender in order to release the Cargo at destination, all costs related to the preparation of a Letter of Indemnity, signed and guaranteed by a first class bank, will be for the account of the Shipper, as well as any costs for demurrage and storage, arising from such event.

(g) Unless requested by Shipper in writing and agreed to by OTL in writing, OTL shall be under no obligation to undertake any pre or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.

(h) If Shipper does not complete all the documents required for carriage, or if the documents submitted by Shipper are not appropriate for the services or destination requested, Shipper hereby gives OTL permission to, at OTL's discretion and where permitted by law, complete, correct, or replace the documents at Shipper's expense; however, OTL is not obligated to do so. Furthermore, if an original or substitute form of BL is needed to complete the delivery of shipment and OTL completes that document, the terms of this B/L will govern. No liability whatsoever is assumed to Shipper or any other person for actions on Shipper's behalf under this provision.

(i) By tendering this shipment to OTL, Shipper hereby appoints OTL as Shipper's agent solely for the performance of customs clearance, and certifies OTL as the consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming OTL's appointment, and it is Shipper's responsibility to promptly provide proper documentation and confirmation where required. Furthermore, Shipper is responsible for and warrants his/her compliance with all applicable laws, rules, and regulations, including but not limited to customs laws, import and export laws, and government regulations of any country to, from, through, or over which the shipment may be carried. Shipper agrees to furnish such information, complete, and attach to this BL such documents as are necessary to comply with such laws, rules, and regulations.

(j) Shipper hereby certifies that shipment does not contain any unauthorized items, explosives, destructive devices, contraband, or hazardous materials. Shipper is aware that all shipping documents will be retained on file until the shipment is delivered. The shipment may, at OTL's option or at the request of governmental authorities, be opened, searched and inspected by OTL or such other authorities at any time.

5. Insurance Coverage: OTL requires proof of insurance coverage for every shipment. In the event Shipper does not purchase Cargo insurance coverage for shipment through OTL's agents, Shipper is required to provide OTL with proof of alternate insurance coverage for shipment in the form of an insurance certificate listing OTL as an "additionally insured". Shipper must provide written authorization to OTL if Shipper wishes to purchase insurance through OTL's designated agent; OTL reserves the right but not the obligation to purchase insurance coverage for the value of the Cargo and shipping costs for the shipment if proof of insurance is not provided by the Shipper. In all cases, Shipper shall pay all premiums and any administrative and processing costs in connection with procuring requested insurance. Third parties to whom the goods are entrusted may limit liability for loss or damage; the requested insurance coverage may be subject to the terms and conditions and limitations of liability of the underwriter and Shipper agrees to be bound by such limitations. OTL will request excess valuation coverage only upon specific written instructions from the Shipper, who must agree to pay any charges in connection with this coverage *(Cont. on next page)*

Signature:	Print Name:	Date: ____ / ____ / ____
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Ocean Trade Lines

500 East Broward Blvd. Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

SHIPPING CONTRACT NO. **1076761**

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5. Cont. In the absence of written instructions or in case of refusal of the third party to agree to a higher declared value, at OTL's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service. Shipper acknowledges that, unless otherwise specified, all risk marine coverage is generally subject to a deductible of minimum 3% of the total insured value of each Cargo item separately insured or \$500.00 (whichever is greater).

6. Disclaimers/Limitation of Liability:

(a) Except as specifically set forth herein, OTL makes no express or implied warranties in connection with its services;

(b) Subject to (d) below, Shipper agrees that in connection with any and all services performed by OTL, OTL shall only be liable for its own gross negligent acts, which are the direct and proximate cause of any injury to Shipper, and OTL shall in no event be liable for the acts of third parties;

(c) In connection with all services performed by OTL, Shipper may, if available, obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore. All such requests must be confirmed in writing by OTL prior to binding the covered risks.

(d) In the absence of additional coverage under (c) above, OTL's liability shall be limited to the following: (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or (ii) where the claim arises from activities relating to customs brokerage, \$50.00 per entry or the amount of brokerage fees paid to OTL for the entry, whichever is less;

(e) In no event shall OTL be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been notified of the possibility of such damages.

(f) Unless subject to a specific statute or international convention, all claims against OTL's agents for a potential or actual loss, must be made in writing and received by OTL, within fourteen (14) days of the event giving rise to claim; failure to give OTL timely notice shall be a complete defense to any suit or action commenced by Shipper.

(g) All suits against OTL's agents must be filed and properly served on OTL's agents as follows: (i) For claims arising from ocean transportation, within 1 year from the date of the loss; (ii) For claims arising from air transportation, within 1 year from the date of the loss; (iii) For claims arising from the preparation and/or submission of an import entry(s), within six (6) months from the date of liquidation of the entry(s); (iv) For any and all other claims of any other type, within 1 year from the date of the loss or damage.

7. Indemnification/Hold Harmless:

(a) The Shipper agrees to indemnify, defend, and hold OTL harmless from any claims and/or liability arising from the importation or exportation of Shipper's merchandise and/or any conduct of the Shipper, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold OTL harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which OTL may hereafter incur, suffer or be required to pay by reason of such claims. In the event that any claim, suit, or proceeding is brought against OTL, it shall give notice in writing to the Shipper by mail at his/her address on file with OTL.

(b) The Shipper shall tender the Cargo for shipment based on OTL's specific instructions. If the Shipper fails to tender the Cargo as instructed, OTL shall be relieved of any obligation to load or engage such Cargo, and the Shipper shall be liable to OTL for dead-freight and/or any overtime charges, detention/demurrage, losses, costs and expenses incurred by OTL. OTL will not be responsible if the shipment is rejected by the Shipper, the Shipper's recipient agent(s), or the country of destination. The Shipper shall take delivery of the Cargo as soon as release has been processed by OTL. If the Shipper fails to take delivery of the Cargo, OTL's discharging of the cargo shall be deemed fulfillment of the Contract for Service. If the Shipper or his Agent fails to take delivery of the cargo upon release, the Shipper shall be liable to OTL for any overtime charges, detention/demurrage, losses, costs and expenses incurred by OTL. The Shipper will be responsible for all shipping charges in addition to any other fees that may be incurred, which shall be due to OTL before Cargo delivery at destination.

8. General Lien And Right To Sell Shipper's Property:

(a) OTL shall have a general and continuing lien on any and all property of Shipper coming into OTL's actual or constructive possession or control for monies owed to OTL with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;

(b) OTL shall provide written notice to Shipper of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Shipper shall notify all parties having an interest in its shipment(s) of OTL's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Shipper posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of OTL, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, OTL shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Shipper.

9. Intellectual property and photography: The Shipper agrees to allow photographing, video recording or reproduction of the services rendered or to be rendered by OTL, which photographs, videos or renderings may be utilized by OTL at OTL's sole discretion for purposes of promotion, marketing, and public relations in the relocation and shipping area. The Shipper further allows any images of employees or principals of OTL who may be present during the relocation of Cargo shipped to be included within any photographs or videos used in OTL's marketing campaigns. (Cont. on next page)

Signature:	Print Name:	Date: ____/____/____
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Ocean Trade Lines

500 East Broward Blvd, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

SHIPPING CONTRACT NO. 1076761

Mark Barr

5/16/2014

10. Force Majeure: OTL will make every reasonable effort to deliver the shipment according to regular delivery schedules; however, OTL shall NOT be liable for delays in delivery, default in the performance of any of the terms and conditions of this Agreement, nor for damages of any kind (whether direct, indirect, incidental, special, or consequential) including but not limited to loss of income, loss of interest, loss of business opportunity, loss of use of contents, breach of other contracts, or any loss or damage arising from the inherent nature of the goods, whether or not we had knowledge that such damage might be incurred, even if the delay is our fault in picking up the shipment, transporting the shipment, or delivering the shipment. OTL will not be liable for Shipper's acts or omissions, including but not limited to incorrect declaration or goods, improper or insufficient packaging or marking or addressing of the shipment, or for acts or omissions by the consignor or consignee or anyone else with an interest in the shipment. OTL will also not be liable if Shipper or the consignee violate any of the terms of this agreement. OTL will not be liable for loss of or damage to the shipments of cash, currency, security instruments, or other prohibited items. OTL does not accept for shipment cash, currency, or other security instruments, perishables, precious metals or precious stones. OTL will not be liable for electrical or magnetic damage to, or erasure of electronic or photographic images or recordings. OTL will also not be held liable for loss of a shipment, damage to a shipment or delay, due to vandalism, acts of God (fire, flooding, hail, sand storms, tornadoes, earthquakes, hurricanes, etc.), objects flying from the road or sky during transport, strikes, labor disputes, riots, war, governmental orders or regulations, mechanical breakdowns or other similar contingencies beyond the reasonable control of OTL. Shipper should maintain his/her own insurance for these reasons.

11. Cancellation: All Shipper initiated cancellation requests must be in writing, notarized, and received by OTL via US Mail return receipt requested prior to pickup of cargo. Cancellation requests must provide adequate order cancellation information. No cancellation shall be effective following pickup of cargo or following the date that notice of actual pickup is given by OTL with a firm scheduled time, whichever occurs first. Upon timely cancellation, OTL is entitled to receive from Shipper all costs advanced, expenses, penalties charged or payable as a result of any reserved shipping space, reservation of trucking or support labor ("Costs"), as well as any lost profit to OTL. Because profits and internal labor costs and expenses are difficult to anticipate, track and itemize, it is agreed that a Cancellation Fee of 30% of the total shipping charges, in addition to Costs incurred through the date of the cancellation shall be an agreed upon Cancellation Fee. It is agreed by the parties that the Cancellation Fee is reasonable and does not constitute a penalty. The Cancellation Fee will be first assessed against deposits made to date and the balance shall be payable to OTL immediately upon invoice. All shipping fees are deemed earned upon contract and any cancellation by Shipper shall be subject to the payment of a Cancellation Fee. OTL may cancel this agreement for any reason and at any time prior to loading of Cargo. Upon such cancellation by OTL, all deposits and payments made by Shipper based on this agreement shall be refunded to Shipper. Any refunds due to Shipper will be paid without any penalties or interest, within 60 days of processing the cancellation and/or refund documentation.

12. Severability/Amendment: In the event that any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, the remainder hereof shall remain in full force and effect. These Terms and Conditions of service may only be modified, altered or amended in writing signed by both Shipper and OTL by Certified Mail, Return Receipt requested; any attempt to unilaterally modify, alter or amend same shall be null and void. Any paper or electronic copy of this Agreement is based on the original or electronic document found at OTL headquarters.

13. Governing Law/Consent to Jurisdiction and Venue: These Terms and Conditions of service and the relationship of the parties shall be construed according to the laws of the State of Florida USA, without giving consideration to principles of conflict of law. Shipper and OTL (a) irrevocably consent to the jurisdiction of the Courts of the State of Florida, County of Broward, USA, and waive any right to bring any actions in any other states or Federal Court. (b) agree that any action relating to the services performed by OTL, shall only be brought in said courts; (c) consent to the exercise of in personal jurisdiction by said courts over it, (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction and (e) waive trial by jury and agree to trial by judge in all disputes.

Shipper's Acknowledgment

I, the 'Shipper', acknowledge that by either submitting an order online, sending an order by fax or by email, or by submitting payment to OTL for an order (in lieu of my signature), I accept these Terms and Conditions found herein and on the OTL Contract for Service. Furthermore, I understand that should I fail to execute or return this Agreement, by allowing any third party(s) designated by OTL to transport or perform services in connection with my Cargo, I am expressly agreeing and consenting to the terms contained in this contract. I agree to pay the charges due to OTL, as outlined herein above. Rates include but are not limited to administrative, clerical, research, negotiation, booking, documentation fees, etc. which represent services provided by OTL. I am fully aware and agree that the total amount, including all ancillary fees and charges, shall be payable to OTL in US Dollars, without discount, not subject to any refund or return, and shall be deemed fully earned upon my entering into this Agreement, regardless of loss of Cargo, cancellation, (except as provided for in paragraph 11 hereinabove) or any other circumstance. Should the final balance due not have been paid timely as indicated on this Contract for Service, unless otherwise agreed to in writing by OTL or its representatives, OTL will have the option to cancel the agreement without prejudice to my obligation to pay all sums due hereunder. I further understand that OTL has been hired by me to obtain the services of a third party in connection with my Cargo. I agree to indemnify and hold OTL harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to all terms and conditions stated in this Agreement. I have read, understand, and fully accept the terms of this Agreement prior to entering into and/or signing this Agreement.

Signature: _____	Print Name: _____	Date: ____/____/____
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Ocean Trade Lines

500 East Broward Blvd, Suite 1710, Fort Lauderdale, FL 33394 U.S.A.

Phone: +1 954-587-8445 - Fax: +1 954-587-8410

SHIPPING CONTRACT NO. 1076761

Mark Barr

5/16/2014

Forwarding Agent Power of Attorney
(Must be notarized!)

Know all men by these presents, that:

(Name of Principal Party in Interest)

The organized and having an office and/or place of residence at:

(Address)

hereby authorizes, Ocean Trade Lines, Inc., (a registered corporation in the state of Florida U.S.A.) and/or any of their agents or officers, to act for and on its behalf as a true and lawful Agent/Attorney of the Principal Party in Interest for and in the name, place and stead of the Principal Party in Interest, from this date, in the United States either in writing, electronically, or by other authorized means to: act as Forwarding Agent for Export Control, Census Reporting and Customs Purposes, to make, endorse or sign any Shipper's Export Declaration, Booking Notes or other documents or to perform any act which may be required by law or regulation in connection with the exportation or transportation of any merchandise shipped or consigned by or to the Principal Party in Interest and to receive or ship any merchandise on behalf of the Principal Party in Interest. The Principal Party in Interest hereby certifies that all statements and information contained in the documentation provided to the Forwarding Agent relating to exportation are true and correct. Furthermore, the Principal Party in Interest understands that civil and criminal penalties may be imposed for making false or fraudulent statements or for the violation of any United States laws or regulations of exportation. This Power of Attorney is to remain in full force and effect until revocation in writing is duly given by the Principal Party in Interest and received by the Forwarding Agent.

Signature:

Print Name:

IN WITNESS WHEREOF,

(Full Name of PPI /PPI Company)

US ID #: _____ or Passport #: _____

Notarized by:

This instrument was acknowledged before me on (date) ____/____/____

My commission expires on (date) ____/____/____

State of: _____ County of: _____

Name of Notary Officer: _____

Signature of Notary Officer: _____ (Seal)

Ocean Trade Lines

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Phone: +1 954-587-8445 - Fax: +1 954-587-8410

SHIPPING CONTRACT NO. 1076761

Mark Barr

5/16/2014

Payment Instructions:

100% of the estimated cost is due upon signing this Contract. Any additional charges as defined herein are due immediately upon invoice.

Acceptable methods of payment include Direct Deposit, Wire Transfer, Cashier's Check, or Certified Check.

The following documentation must be attached to the signed Contract for Service:

- *Receipt/Proof of Payment.*
- *Copy of Cargo Registration or Bill of Sale.*
- *Copy of Passport, Company FEIN Number and/or US ID.*

Beneficiary: Ocean Trade Lines
500 East Broward Blvd., Suite 1710
Fort Lauderdale, FL 33394
Wells Fargo Bank
ABA# 121000248
Swift Code# WFBIUS6S
Bank Acct# 2000055620459

Attachment B



500 East Broward Blvd., Suite 1710, Ft. Lauderdale, FL 33394
Phone +1 954-587-8445 Fax +1 954-587-8410

CANCELLATION AND RELEASE FORM

CONTRACT FOR SERVICE#: 1076761

I, _____ on behalf of
Print Name

Company Name

am hereby requesting the cancellation of my Contract for Service with Ocean Trade Lines, Inc. I have read and understand the terms and conditions of the cancellation policy, as outlined in my Contract for Service.

In consideration of and upon receipt of \$10,442.60 (Ten Thousand Four Hundred Forty Two Dollars with Sixty Cents), being of lawful age, do now release, acquit, and forever discharge Ocean Trade Lines, Inc. its agents, carriers, employees, and/or officers from all actions, claims, demands, or damages, whether known or unknown.

Please be advised that any and all information contained within this cancellation/release is strictly confidential and shall not be conveyed, shared or discussed with any person, business or other party without expressed written consent of Ocean Trade Lines, Inc. Failure to abide by this regulation shall result in immediate legal ramifications allowed by law.

The acceptance of the money specified above is in full accord and satisfaction of, and in compromise of a disputed claim, and the payment of the money is not an admission of liability of either party, but is made for the purpose of terminating any dispute and litigation between the parties.

Upon fulfillment of this refund, I, my agents, my carriers, my employees, and/or my officers agree to retract and correct all statements and reports made to any agency or company worldwide, regarding this claim/contract.

Print Name

Signature

____/____/____
Date

Driver's License or State issued I.D.: _____

Or

Passport#: _____

Expiration Date: ____/____/____

NOTARIZED BY:

This instrument was acknowledged before me on (date) ____/____/____

My commission expires: _____ (Seal)

State of _____ County of _____

Print Name of Notary Officer

Signature of Notary Officer

**PLEASE RETURN THIS FORM COMPLETED, SIGNED, NOTARIZED AND DATED
to:**

500 East Broward Blvd, Suite 1710
Ft. Lauderdale, FL 33394

(For faster processing please fax or email a copy along with sending the original form via mail).
Once received, please allow up to 10 business days to be processed.

Attachment C

****THIS IS AN AUTOMATED EMAIL: PLEASE DO NOT REPLY****

We're delighted to confirm that we've just made the payment you requested.

All the details are in the summary below. You'll be pleased to know that no action is required.

HIFX Customer: Mr Mark Barr

Recipient Name: Sevenstar Yacht Transport BV

Currency & Amount: EUR 12,845.00

Reference: Mr Mark Barr 201410857

Recipient Bank: Deutsche Bank NV De Entree 99, 1101 HE, Amsterdam,

Please allow up to 4 working days for the payment to clear into the recipient account. To ensure we meet our Anti-Money Laundering obligations we may, from time to time, ask you for more information relating to your payment. This may be required before your money transfer reaches the recipient bank account.

Thanks for choosing HIFX. We look forward to saving you money on your next international money transfer soon.

Kind regards,

HIFX

Morgan House, Madeira Walk, Windsor, Berkshire, SL4 1EP, UK

Tel: +44 (0)1753 859159

<https://www.hifxonline.co.uk>

1. Agent

Sevenstar Yacht Transport B.V.
Radarweg 36
1042 AA Amsterdam
The Netherlands

**YACHT CONTRACT**

(To be used for the carriage of Yachts) Part I

This Contract consists of 6 pages (including this page) and 21 Clauses.

2. Place And Date

Amsterdam (Netherlands), 5 August 2014

3. Carrier

Spliethoff Transport B.V.
Radarweg 36
1042 AA Amsterdam
The Netherlands

4. Yacht Owner

Mr. Barr
Elgin, Calshot Road,
Fawley, Southampton, Hampshire SO45 1DW
United Kingdom

5. Vessel

Sampogracht

6. Time For Shipment (On Or About)

9 August 2014 - 15 August 2014

7. Load Port

Savannah, GA (United States)

8. Discharge Port

Eemshaven (Netherlands)

9. Description Of The Yacht(s) As Part Cargo, Unless Otherwise Expressly Stated Herein

Name: Magnum
Brand and type: Wauquiez centurion
Length: 11 m
Beam: 3.7 m
Draft: 2.1 m
Height: 15.5 m
Weight: 10 mt

To Be Carried On Deck On A Cradling System Supplied By (See Clause 6): Carrier
YACHT OWNER HEREBY CONSENTS TO CARRIAGE ON DECK (See Clause 7.3)

10. Freight Rate (See Clause 10.1)

€12,845.00 EUR

Payable to the Carrier (25% upon concluding this Contract and 75% not later than 3 days before the first date as set forth in Box 6. Failure to pay the full freight at the due date shall entitle the Carrier to refuse loading the Yacht (clause 10.1)

11. Demurrage Per 24 Hours/Per Day/Pro Rata

EURO 15,000.00

12. US Trades Only:

Declared value: If any US\$..... (Note: If Yacht Owner enters a value, Carrier shall charge an additional ad-valorem freight equal to 15 per cent of the declared value, see Sub-clauses 7.5(a) and 7.5(b).

Shipper Status: In accordance with FMC Regulation 46 C.F.R. Section 530.6, Yacht Owner declares it is not an NVOCC. If status is NVOCC, the Yacht Owner certifies a tariff and a bond, insurance, or other surety as required by sections 8 (46 U.S.C. 40501-40503) and 19 (46 U.S.C. 40901-40904) of the US Shipping Act of 1984.

13. Yacht Owner's Representative Load Port**14. Yacht Owner's Representative Discharge Port****15. Additional Clauses**

- A. The Carrier hereby concludes this Contract with the Yacht Owner to cover only the ocean carriage from the moment the Yacht is loaded and fully stowed and secured on board the Vessel until the moment the Yacht is unsecured and ready for discharging, subject to all the Terms and Conditions of this Contract.
- B. All Risk insurance is included in the freight set forth in Box 10, provided the Insurance Questionnaire has been completed and submitted directly by Yacht Owner to the insurance broker before the date set forth in Box 6. In facilitating the placement of insurance and including the premium in the freight rate, neither the Carrier nor any of its employees, servants and agents to any level (including Sevenstar Yacht Transport B.V.) has acted as an insurance agent or broker but merely introduced parties. As such, neither the Carrier nor any and all of its, employees, servants and agents to any level (including Sevenstar Yacht Transport B.V.) make any representations or warranties as to coverages afforded under the policies nor assumes any liability whatsoever.

16.

It is hereby agreed that this Contract and the services called for herein shall be performed by the parties hereto and shall always be subject to the terms, conditions and exceptions contained in this Contract, which shall prevail over any previous arrangements. In case of any conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II to the extent of such conflict but no further.

Signature Carrier

*Signature Yacht Owner (Or Its Duly Authorised Representative Who Represents And Warrants To Be Duly Authorised To Execute This Contract)

*Please sign this box and return all five pages of this Contract

PART II

Terms and Conditions of Carriage.

The following defined terms, in either the plural or the singular, as the context admits or requires, appear with a capital letter in this Contract; otherwise the word is used with its ordinary meaning in the trade:

1) Definitions

- "Carrier": Shall mean to the exclusion of the owner of the carrying vessel nominated and/or referred to in this Contract or any other party or person, Spliethoff Transport B.V. at Radarweg 36, 1042 AA Amsterdam, the Netherlands and registered in the Dutch Trade Register under N° 33060100.
- "Yacht Owner": Shall include the shipper, the receiver, the consignee and/or any person or party owning or entitled to the possession of the Yacht and any party or person acting on behalf of such party or person all of whom are jointly and severally liable to the Carrier for the performance of Yacht Owner's obligations set forth in this contract of carriage (hereinafter "Contract"). The Yacht Owner warrants and represents to be the owner or entitled to the possession of the Yacht or to be duly empowered to represent the person or party owning or entitled to the possession of the Yacht and to have legal capacity to execute and deliver this Contract.
- "Vessel": Shall mean the vessel as referred to in Box 5, including its registered owners, charterers or bareboat charterers and in case the Vessel is "to be nominated", the vessel so nominated, which vessel may at all times be substituted without prior notification to the Yacht Owner. "Vessel" shall also include all sub-contracted vessels, including its registered owners, charterers or bareboat charterers or other means of conveyance by water used in whole or in part by the Carrier.
- "Demurrage": Shall mean the liquidated damages as referred to in Box 11 and charged by the Carrier for any delays.
- "Servants": Shall mean any and all of the Carrier's and/or Vessel's employees, crew, agents (including but not limited to Sevenstar Yacht Transport Agencies USA, LLC or Sevenstar Yacht Transport B.V.), sub-agents, servants, loadmasters, managing agents, managers, insurers, independent contractors or sub-contractors to any level.
- "Yacht": Shall mean the Yacht or Yachts, yacht or yachts, craft or crafts, barge or barges, pontoon or pontoons including separate parts, modules, supports, cradles, cribbings, contents and appurtenances (to be) carried as referred to in this Contract ("Description of the Yacht").
- "US Trade": Shall mean any shipments to, from or passing through ports or places in the United States of America.

2) Scope of Contract

(a) The Yacht Owner and the Carrier recognise and agree that the carriage of the Yacht is not an ordinary commercial shipment made in the ordinary course of trade. The circumstances, terms and conditions under which the carriage of the Yacht is to be performed reasonably justify this special Contract and the Yacht Owner and Carrier agree that no bill of lading shall be issued for the carriage of the Yacht. It is further agreed between the Carrier and the Yacht Owner that the Yacht Owner hereby charters space on deck of the Vessel or, if expressly stated in Box 9, below deck, for the carriage of the Yacht from the Load Port to the Discharge Port.

(b) The Vessel shall proceed, upon completion of her prior commitments, to the Load Port, or so near thereto as she may safely get and lie, swell free, always afloat. The Carrier shall notify the Yacht Owner before arriving at the Load Port, indicating the estimated time of arrival at the port where the Yacht will be loaded and the Yacht Owner shall timely bring the Yacht to the Load Port, all in accordance with the provisions of this Contract. The Vessel shall then sail to the discharging port, or so near thereto as she may safely get and lie, swell free, always afloat and always subject to Clause 9 of this Contract.

3) Cargo Description and Warranties

(a) The Yacht Owner shall provide the Carrier immediately upon signing of this Contract with all information needed for carriage of the Yacht, including but not limited to an up-to-date general arrangement plan of the Yacht, an accurate docking plan of the Yacht specifying any protrusions under the keel line and indicating precisely the location where under the Yacht's hull the supports, cribbings, cradles are to be placed, the precise weight of the Yacht (by presenting a certificate of weight and which includes stores, water and fuel but note that only minimal fuel (see Sub-clause 3(e)), the Yacht's centre of gravity indicating the positions for placing the slings in order to lift the Yacht in a level position as well as the positions suitable for placing lashings.

(b) The Yacht Owner represents and warrants that the Yacht is in every respect fit for ocean carriage and for lifting with slings, belts, wires and that the Yacht's hull, lashing points/eyes/lugs, including but not limited to the Yacht's bitts, are of sufficient strength/stiffness for use during the voyage (incl. loading, lashing, securing and discharging).

(c) The Yacht Owner shall also disclose all other information including but not limited to information concerning supports, cribbings, cradles supplied by the Yacht Owner that might in any way affect the loading and docking arrangement on board the Vessel.

(d) Failure to provide all (accurate) information needed for the carriage

arrangements for the account of the Yacht Owner and/or to suspend or cancel its obligations to carry the Yacht without releasing the Yacht Owner from its obligations under this Contract. In particular the Yacht Owner shall remain liable for the full freight, Demurrage and for any incurred costs, expenses and charges.

(e) The Yacht will be as light as possible, only an absolute minimum of fuel. At all times a maximum of 400 liters of fuel with a flashpoint below 61 degrees Celsius (i.e. fuels other than diesel oil) is allowed to be on board of the Yacht at time of loading in accordance with the IMDG Code UN 3166, Class 9.

(f) Unless the Carrier agrees otherwise in writing, the Yacht's piping system bilges etc. should be drained to prevent possible frost damages. The Yacht's doors, windows, hatches etc. shall be locked watertight, protective covers shall be properly fitted and any loose parts on board (inside and outside) the Yacht shall be adequately secured for ocean carriage. No valuables whatsoever may be stowed on board the Yacht.

(g) Warranty: The Yacht Owner warrants and represents that the Yacht is and shall remain at all times relevant hereto, free of all liens, detentions or arrests, and that there will be no stowaways, arms, hazardous and noxious substances, contraband, illegal drugs, alcohol or valuables aboard the Yacht. The Yacht Owner will declare, remove from the Yacht and turn over to the Vessel (if it will accept same) for the duration of the voyage any and all hazardous and noxious substances including but not limited to flares, paints, or bottled gas onboard the Yacht. Any breach of the warranty of this Sub-clause 3(g) by Yacht Owner shall entitle the Carrier to take all reasonable measures to protect its interest at Yacht Owner's expense and the Carrier shall be relieved from any and all liability to Yacht Owner resulting from such breach but the freight shall be considered fully earned and the Carrier shall have no further responsibilities to transport the Yacht.

(h) Notwithstanding acceptance or non-acceptance of the Yacht by the Carrier, the Yacht Owner agrees to indemnify (in addition to payment of Demurrage) and to defend and hold harmless the Carrier, Servants and/or the Vessel from any loss or damage, claims, costs (including reasonable attorney fees), expenses, penalties, fines, suits, proceedings, actions, demands and liabilities whatsoever arising out of or in connection with the Yacht Owner's failure to comply with any or all of the requirements or warranties of this Clause 3.

4) Time for Shipment

(a) The Yacht Owner shall make the Yacht available to the Carrier and in every respect ready for loading at the Load Port as set forth in Box 7 and as from 06:00 hours (6 AM) local time on the date stated in Box 6 of this Contract (Time for Shipment).

(b) In case a window of shipment dates (which shall mean a range of dates covering more than 14 (fourteen) calendar days) is set forth in Box 6, the Carrier shall tender a 7 (seven) calendar days' prior notice to the Yacht Owner of the expected shipment date(s) and the Yacht Owner shall make the Yacht available in accordance with Sub-clause 4(a) on the first day of the expected shipment date(s).

(c) The Carrier does not guarantee to make the Vessel available for loading the Yacht at the shipment date(s) or within the shipment window as set forth in Box 6 or at the shipment date(s) notified to the Yacht Owner in accordance with Sub-clause 4(b), the shipment dates are estimates and the Carrier merely endeavours to make the Vessel available to load the Yacht as soon as its prior commitments have been completed and always subject to shipping schedules and hindrances which cannot reasonably be avoided or guarded against (including but without limitation: heavy weather, swell, congestion, tidal restrictions, engine and machinery breakdowns).

(d) Should it appear that the Carrier will not be ready to commence loading within 30 (thirty) calendar days after: (i) the shipment date as set forth in Box 6 or, (ii) in case of a window of shipment dates, after the last day of that window as set forth in Box 6, or (iii) after the shipment date notified to the Yacht Owner in accordance with Sub-clause 4(b), the Carrier shall promptly notify the Yacht Owner of a new shipment date(s) as soon as it is in a position to do so with reasonable certainty.

(e) Within 48 (forty-eight) hours after the Carrier has notified the Yacht Owner in writing of the new shipment date in accordance with Sub-clause 4(d), and latest when the Vessel is ready for loading, whichever is the earlier, the Yacht Owner shall advise the Carrier in writing if it elects to cancel this Contract or if it agrees to the new shipment date. Failing such written advice from the Yacht Owner, the new shipment date(s) as notified by the Carrier in accordance with Sub-clause 4(d) shall become the new shipment date(s), replacing the date(s) set forth in Box 6.

(f) In case the Yacht Owner elects to cancel the Contract within 48 hours as referred to in Sub-clause 4(e), the Carrier shall refund the freight received from the Yacht Owner for this shipment.

(g) The Carrier shall not be responsible for any whatsoever direct or indirect loss or damages, including but not limited to loss of freight, loss of charter hire, loss of profit, loss of production, loss of or decreased value of the Yacht etc. and whether foreseeable or not, incurred by the Yacht Owner as a result of the Yacht Owner, or the Carrier, cancelling this Contract in accordance with Sub-clause 4(e), or otherwise. The Carrier shall also not be responsible for any whatsoever direct or indirect loss or damages, consequential damages, including but not limited to loss of freight, loss of charter hire, loss of profit, loss of production, loss of or decreased value of the Yacht etc. and whether foreseeable or not, incurred by the Yacht Owner as a result of the failure of the Carrier to make the Vessel ready for loading at the shipment date(s) or window of shipment date(s) set forth in Box 6, or at the new shipment date(s) in accordance with Sub-clause 4(e).

5) Loading, Discharging

5.1 Loading

The Yacht Owner shall bring the Yacht alongside or, if so ordered, behind the stern of the Vessel, day or night. The Yacht shall be loaded by one of the following methods:

(a) Lift on: The Yacht shall be loaded, stowed, lashed and secured by the Carrier at its expense but always free of any risk or liability whatsoever to the Carrier, Servants or the Vessel. If loading is not reasonably possible or permitted with the Vessel's own gear or tackle the Carrier shall arrange for a shore crane free of charge, unless the Yacht Owner has breached any of its obligations under Clause 3 of this Contract, or;

(b) Float on: The Yacht Owner shall position the Yacht above the cribbing of the Vessel's submerged deck and Carrier shall attach, lash and secure the Yacht onto the cribbing, all at Carrier's expense but always free of any risk or liability whatsoever to the Carrier, Servants or the Vessel.

(c) The securing of the Yacht to be accomplished to Master's satisfaction. The time and expense of additional securing of the Yacht required by the Yacht Owner shall be for Yacht Owner's account.

(d) The Carrier shall be allowed to sail without the Yacht and without cost or penalty if the Yacht is not brought alongside or positioned as required and in time for loading, in which case, Yacht Owner shall remain liable for the full freight, Demurrage and any and all costs, expenses and charges incurred by the Carrier.

5.2 Discharging

(a) Lift off: The Yacht shall be unlash, unsecured and discharged by the Carrier at its expense but always free of any risk or liability whatsoever to the Carrier, Servants or the Vessel. If the discharging shall not be reasonably possible or permitted with the Vessel's own gear or tackle the

Carrier shall arrange for a shore crane free of charge, unless the Yacht Owner has breached any of its obligations under Clause 3 of this Contract.

(b) Float off: The Vessel's deck shall be submerged and the Yacht unlash, unsecured and detached from the cribbing by the Carrier and the Yacht Owner shall take redelivery of the Yacht above the submerged deck of the Vessel, all at Carrier's expense but always free of any risk or liability whatsoever to the Carrier, Servants or the Vessel.

(c) The Carrier shall deliver the Yacht, day or night, upon presentation of a copy of the Cargo Receipt together with proof of identity of the Yacht Owner (or its representative) and acceptable to the Carrier and only after the Carrier received confirmation that Yacht is in all respects customs cleared.

5.3 Time Lost

Any time lost by the Carrier/Vessel in waiting for loading/discharging, shall be paid for by the Yacht Owner at the Demurrage rate.

6) Supports, Cribbings, Cradles

Unless otherwise expressly stated in Box 9, the Yacht Owner shall at its own expense, risk and responsibility supply suitable fitting and seaworthy supports, cribbings, cradles (with certificates to be approved beforehand by the Carrier) as needed for loading, lashing and securing the Yacht. All supports, cribbings, cradles, lashing material etc. shall be discharged from the Vessel and removed by the Yacht Owner at Discharging Port at his sole time, cost and expense.

7) Liability & Insurance

7.1 Knock for knock

For the purpose of this Clause and in addition to the definition of Yacht Owner in Clause 1 of this Contract, Yacht Owner shall include any and all of the Yacht Owner's employees, hired personnel (including any Skippers or any other crewmembers of the Yacht and any Riders following the Vessel), affiliates, subsidiaries, agents, servants, clients, customers, contractors or sub-contractors to any level.

(a) Carrier: Notwithstanding anything else contained in this Contract, excepting Clauses 12, 13, 16(a) and 17(a) of this Contract, the Carrier, Servants and/or the Vessel shall not be liable for any and all loss or damage, liability or delay of whatsoever nature and howsoever caused to or sustained by the Yacht (including loss or damage to the Yacht's interior and or any items stowed on board), and including other property on board the Vessel which is owned, hired and/or leased by the Yacht Owner, any and all liability in respect of wreck removal and the expense of moving, lighting or buoying the Yacht, any and all liability in respect of death or personal injury of the Yacht Owner whether sustained on board the Vessel or not, and all liabilities consequent upon such loss, damage, personal injury, death or delay (including delay resulting from delayed shipment) to the Yacht or the Yacht Owner, all of which shall be for the sole account of the Yacht Owner without recourse against the Carrier, Servants or the Vessel even if caused wholly or partially by the act, neglect or default or want of reasonable skill and care of the Carrier, Servants or the Vessel or the whole or partial unseaworthiness of the Vessel. The Yacht Owner shall indemnify, protect, defend and hold the Carrier, Servants and/or the Vessel harmless from and against any and all whatsoever claims, losses, actions, suits, proceedings, demands, liabilities, costs (including reasonable attorney fees) related to or in connection with the loss, damage or liability as referred to in this Sub-clause 7.1(a). Throughout the duration of this Contract the Yacht Owner shall procure, pay for and maintain adequate insurance covering all risks the Yacht Owner has assumed under this Contract, including but not limited to contributions in general average, for its own benefit NAMING the Carrier, the Servants or the Vessel as ADDITIONAL ASSUREDS and WAIVING ALL RIGHTS OF SUBROGATION AGAINST THEM.

(b) Yacht Owner: Notwithstanding anything else contained in this Contract, excepting Clauses 3, 12, 13, 16(b), 17(b)(c) and 20, the Yacht Owner shall not be liable for any and all loss or damage of whatsoever nature and howsoever caused to or sustained by property or hired equipment or gear of the Carrier, Servants or the Vessel and any and all liability for wreck removal and the expense of moving, lighting or buoying the Vessel, any and all liability in respect of death or injury of any of the Carrier, the Servants or the Vessel, all of which shall be for the sole account of the Carrier without recourse against the Yacht Owner, even if caused wholly or partially by the act, neglect or default or want of reasonable skill and care of the Yacht Owner. The Carrier shall indemnify, defend and hold the Yacht Owner harmless from and against any and all claims, losses, actions, suits, proceedings, demands, liabilities, costs (including reasonable attorney fees) related to or in connection with the loss, damage or liability as referred to in this Sub-clause 7.1(b). Throughout the duration of this Contract the Carrier shall procure and maintain adequate insurance covering all risks the Carrier has assumed under this Contract without recourse against the Yacht Owner.

7.2 The Yacht Owner hereby waives any claim for any consequential damages of whatsoever nature, including but not limited to loss of charter hire, loss of profit, loss of or decreased value of the Yacht, loss of production etc. Even if the damages were caused by the negligent act or omission of the Carrier, Servants or the Vessel and whether or not foreseeable at the date of this Contract.

7.3 Deck cargo

Unless stated otherwise in Box 9, the Yacht Owner consents to the carriage of the Yacht on deck, at the Yacht Owner's sole risk. Neither the Carrier, Servants nor the Vessel shall be liable for any loss and/or damage and/or liability of whatsoever nature howsoever arising and by whomsoever caused, including but not limited to any unseaworthiness or want of fitness or want of reasonable skill and care or any negligent act or omission by the Carrier, Servants or the Vessel. Carriage on board a semi-submerged vessel will always be considered to be deck carriage.

7.4 Under deck-cargo

(a) In case of US Trade and if the United States Carriage of Goods by Sea Act, (COGSA) approved April 16, 1936 is deemed applicable to this Contract and the carriage of the Yacht, notwithstanding Clause 2(a) of this Contract, nothing therein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities there under, nor shall the Carrier be deemed to have warranted the seaworthiness of the Vessel. In the event that COGSA is deemed applicable, then the provisions in said Act shall (except as may be otherwise provided herein) govern before the Yacht is loaded on and after it is discharged from the Vessel and throughout the entire time that it is in the actual custody of the Carrier at a United States port. For purposes of COGSA the Yacht Owner and Carrier agree that the Yacht shall be deemed a single package as well as the customary freight unit regardless of whatever method has been used in calculating freight.

(b) In case of non US Trade and if the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25 August 1924 (The Hague Rules, or HAGR) and/or the Protocol to Amend the HAGR dated 23 February 1968 (The Hague-Visby Rules, or HAGVR) and/or the Protocol Amending the HAGR as Amended by the HAGVR dated 21 December 1979 (the SDR-Protocol, or HAGVR-SDR) is deemed applicable to this Contract, notwithstanding Clause 2(a) of this Contract, nothing herein shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities there under, nor shall Carrier be deemed to have warranted the seaworthiness of the Vessel.

7.5 Limitations of liability

(a) In case of US Trade and only insofar as COGSA applies, neither the Carrier, the Servants nor the Vessel shall in any event be or become liable for any loss and/or damage to or in connection with the transportation of the goods (Yacht) in an amount exceeding USD 500 per package (Yacht) lawful money of the United States of America, or in case of goods not shipped in packages, per customary freight unit (Yacht), or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper (Yacht Owner) before shipment and inserted in Box 12 and the additional freight (see Sub-clause 7.5(b)) thereon has been paid by Yacht Owner. This declaration, if embodied in the shipping documents, shall be prima facie evidence, but shall not be conclusive on the Carrier.

(b) In case the value of the Yacht has been declared, the freight shall be increased by 15 % (fifteen per cent) of the declared value.

(c) In case of any liability of the Carrier and only insofar as the HAGR or HAGVR shall be deemed applicable to this Contract, the Carrier's total liability shall be limited to maximum £ 100 (GBP) sterling lawful money of the United Kingdom per package (Yacht) but in no circumstances whatsoever and howsoever arising shall it exceed 666.67 SDR per package (Yacht) or 2 SDR per kilo of the gross weight of the Yacht lost or damaged, whichever is the higher. SDR means Special Drawing Rights as defined by the International Monetary Fund.

(d) In any case where Sub-clauses 7.5(a) or 7.5(c) are not held applicable, the liability, if any, of the Carrier shall be limited to maximum two times the amount of freight actually received by the Carrier for the carriage of the Yacht for the voyage.

8) Duties, Taxes, Charges, & Canal Tolls

(a) The Yacht Owner shall pay any and all duties, tolls, taxes, freight taxes, fines, penalties, expenses, costs and/or charges of whatsoever nature levied on the Yacht, the Carrier, the Vessel or other means of transport used during the carriage, including any pre-carriage and/or on-carriage, and/or the freight arising from the performance of this Contract and voyage irrespective of how the amount may be assessed.

(b) The freight stipulated in Box 10 is based upon the Carrier paying canal tolls limited to the amount stipulated in Box 10. Any increase in the canal tolls and/or any additional expenses imposed on the carriage for the canal transit actually paid by the Carrier shall be reimbursed by the Yacht Owner to the Carrier upon presentation of Carrier's invoice.

9) Liberties

(a) Vessel has liberty at any time whatsoever to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, to undergo emergency repairs (including dry-docking), bunker and also to deviate for the purpose of saving life and/or property. The intended voyage shall not be limited to the direct or quickest route, but shall be deemed to include any proceeding to, returning to, stopping or slowing down at, or off any ports or places for any reasonable purpose connected with the service including bunkering or maintenance of Vessel or crew.

(b) Whether expressly arranged beforehand or otherwise, the Carrier shall at any time be at liberty to carry and/or to tranship the Yacht to its port or place of destination by the said or other vessels or vessels either belonging to the Carrier or others without any obligation to effect such carriage or transhipment and the Carrier shall be at liberty to unload, store and reload the Yacht at any port for the purpose of such transhipment or otherwise. The Carrier shall have the liberty of re-stowing the Yacht and of loading and of discharging other cargo(es) for the account of others than the Yacht Owner from places en route or not en route to places en route or not en route. The rotation of loading and discharging places shall be at the Carrier's option. The Carrier, the Servants and/or the Vessel shall not be responsible for any loss, damage or delay of whatsoever nature, howsoever caused, sustained by the Yacht Owner by reason of the Carrier exercising any of the liberties of this Clause 9 which shall in no way whatsoever constitute a deviation. In the event the Carrier will nevertheless be held liable for delay his liability shall be limited to a maximum of 5 % (five per cent) of the freight paid or payable under this Contract.

10) Freight, incorrect declaration, cancellation

10.1 Freight

The freight, whether actually paid or to be paid, shall be considered fully earned upon concluding this booking and non-returnable in any event Vessel/Yacht lost or not lost. Freight is payable by Yacht Owner in freely transferable currency to the Carrier's bank account. The Carrier's claim for any, detention, duties, taxes, fines, penalties, tolls, expenses, costs and/or charges (collectively "Charges") under this Contract shall be considered definitely payable in like manner as soon as the Charges have been incurred. Interest at 10 % (ten per cent) per annum, compounded annually, shall run from the date when freight and Charges are due, in whole or in part (Box 10). Failure to pay the full freight at the due date shall entitle the Carrier, at any time, to refuse loading the Yacht, however without releasing the Yacht Owner from its obligation to pay the full freight, Demurrage and any incurred costs, expenses and charges.

10.2 Incorrect declaration

The Yacht Owner shall be liable for any and all consequences in case of any incorrect declaration of weight, measurement or value of the Yacht and the Yacht Owner shall pay, as liquidated damages, a sum equal to double the correct freight, less the freight originally charged based on the incorrect declaration, notwithstanding Carrier's right to claim additional unliquidated damages, if any.

10.3 Charges

The Yacht Owner shall further be liable for any and all Charges which are incurred by the nature of the Yacht or any of its contents or appurtenances as well as for any and all Charges which the Carrier, the Servants or the Yacht may incur through those events or non observance of Custom House and/or import or export regulations.

10.4 Cancellation fee

In case of cancellation of this Contract by the Yacht Owner before the date mentioned in Box 6, the following cancellation fees (in percentages of the freight set forth in Box 10) shall be payable by the Yacht Owner: (a) 75% if cancelled 30 calendar days or more prior to the date stated in Box 6 or, in case a range or window of dates is stated in Box 6, the earliest date of such a range or window of dates; (b) 80% if cancelled between 29 and 15 calendar days prior to the date mentioned in Box 6 or the earliest date in case of a range or window of dates; (c) 100% if cancelled 14 calendar days or less prior to the date mentioned in Box 6 or the earliest date in case of a range or window of dates, or at any time thereafter. In addition to the cancellation fees the Yacht Owner shall be liable for any true costs, expenses and charges incurred by the Carrier in preparation for the loading plus compensation for all time spent, if any, at the first loading port, place or area at the Demurrage rate. The Carrier shall use its best endeavours to

avoid or mitigate such costs, expenses and charges. The cancellation fee and any and all costs, expenses and charges as well as Demurrage shall be due and payable in full to the Carrier within three banking days after notice of cancellation by Yacht Owner.

11) Lien

The Carrier shall have a lien (which includes a right of retention) on the Yacht for any and all freight, deadfreight, Demurrage, detention, claims for damages, general average contributions, salvage and for any and all other amounts due under this Contract including costs of recovering same, whether or not the Yacht is actually loaded on the Vessel.

12) General Average & New Jason Clause

General average shall be exclusively adjusted, stated and settled at any place or port in Carrier's option according to the York-Antwerp Rules 1994 (with the addition that in all cases when the Vessel is grounded all expenditure made and damage sustained by the Vessel in endeavouring to refloat her will be allowed in general average, even if the Vessel and the Yacht were not in immediate or prospective peril). The Yacht Owner shall fully contribute to general average and Yacht Owner's contribution shall be payable even when such average is the result of a fault, neglect or error of the Vessel's Master, crew or pilot. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Yacht and the Yacht Owner shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Yacht. The Carrier shall be under no obligation to exercise any lien and/or to collect any security in respect of general average sacrifice of the Yacht. If the Carrier delivers the Yacht to the Yacht Owner without claiming any security for contribution to general average, the Yacht Owner, by receiving the Yacht, becomes personally liable for contribution up to the C.I.F. value of the Yacht provided the Carrier notifies the Yacht Owner of his intention to declare general average within (3) three months after receipt by the Yacht Owner of the Yacht. If a salving ship is owned or operated by the Carrier or the Carrier's managers, salvage shall be paid for as fully as if the salving ship or ships belonged to strangers. Such deposit as the Carrier or their agents may deem sufficient to cover the estimated contribution of the Yacht and any salvage and special charges thereon shall, if required, be made by the Yacht Owner to the Carrier before delivery.

13) Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence and/or fault of both vessels, the Yacht Owner will indemnify the Carrier against all loss or liability the Carrier owes the other vessel, not carrying the Yacht, or the other vessel's owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Yacht Owner paid or payable by the other, non-carrying vessel, or her owners and set-off, recouped, or recovered by the non-carrying vessel or her owner as part of their claim against the carrying Vessel or the Carrier. The foregoing provisions shall also apply where the Carrier, carriers or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

14) Unanticipated circumstances

a) If there arises, in the opinion of the Carrier, the Vessel and her crew any unanticipated circumstances, such as but not limited to change in regulations, shipping schedules, extraordinary delays, orders or directions by underwriters or authorities, strikes (preventing the loading or discharging), war, warlike operations, terrorist acts, piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy") or threats thereof, blockades, lockouts, difficulties to enter any port due to whatsoever reason, including but not limited to ice, swell, wind, strikes, lockouts, congestion etc., or any other difficulties or any other event that may influence the voyage before loading of the Yacht, the Carrier shall have the option of cancelling this Contract whereupon any prepaid freight shall be repaid to the Yacht Owner less any costs or Demurrage incurred by the Carrier. Servants or the Vessel and each party hereto shall be further released from any and all obligations under this Contract.

b) If any unanticipated circumstance as referred to in Sub-clause 14(a) arise after loading of the Yacht, the Carrier shall have liberty at its sole discretion to, (i) discharge the Yacht at the port of loading or any other convenient port and the Yacht Owner shall be informed if possible and after discharge all parties shall be released from all obligations under this Contract except the Yacht Owner shall not be released from its obligation to pay the full freight and/or any other amounts due under this Contract or, (ii) take a reasonable alternative route to the port of discharge and, Carrier

be taken. Should the Vessel be within any such place where unanticipated circumstances as described in Sub-clause 14(a) arise, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, she shall be at liberty to leave it. In any event, if the Vessel proceeds to or through an area exposed to the risk of Piracy, the Carrier shall have the liberty: (iii) to take reasonable preventative measures to protect the Vessel, her crew and cargo including but not limited to re-routing within the area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel or equipment on or about the Vessel; (iv) to comply with the orders, directions or recommendations of any underwriters who have the authority to give the same under the terms of the insurance; (v) to comply with all orders, directions, recommendations or advice given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Vessel is subject, or any other Government, body or group, including military authorities, whatsoever acting with the power to compel compliance with their orders or directions; and (vi) to comply with the terms of any resolution of the Security Council of the United Nations.

15) Carrier Clause, Exemptions & Immunities

(a) The Yacht Owner undertakes that no allegation, claim, demand, suit, action or arrest etc., whether in personam or in rem, in contract, tort, bailment, negligence or otherwise and whether arising out of or in connection with the carriage or prospective carriage of the Yacht, shall be made against the Servants or the Vessel, waiving any right to sue the Servants and/or the Vessel whether or not arising out of any negligence or want of reasonable skill and care on the part of the Servants and/or the Vessel. If any such claim or allegation should nevertheless be made, Yacht Owner undertakes to defend, indemnify and hold the Carrier harmless from all consequences thereof, including Carrier's costs (including but not limited to reasonable attorney fees), expenses.

(b) Where any action related to this Contract or the carriage or prospective carriage of the Yacht is instituted against the Servants and/or the Vessel, the Servants and/or the Vessel may invoke as a defense any right, exemption, limitation, condition and/or liberty contained in this Contract or to which the Carrier would otherwise be entitled and the Yacht Owner shall reimburse the Servants and/or the Vessel for any amount they will have to pay or be liable to pay related to this Contract or to the carriage or prospective carriage of the Yacht and that would not have been for the account of the Carrier if such amount was claimed under this Contract from the Carrier.

16) Pollution

(a) The Carrier shall be liable for, and agree to indemnify, defend and hold harmless the Yacht Owner against all claims, costs (including reasonable attorney fees), expenses, penalties, fines, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with actual or threatened pollution damage and the cost of clean-up or control thereof originating from the Vessel or property of the Carrier.

(b) The Yacht Owner shall be liable, and agree to indemnify, defend and hold harmless the Carrier, the Servants and/or the Vessel against all claims, costs, (including reasonable attorney fees), expenses, penalties, fines, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with actual or threatened pollution damage and the cost of clean-up or control thereof originating from the Yacht or other property of the Yacht Owner.

17) Security of Ship & Port Facilities

(a) The Carrier shall comply with the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). In case of US Trade or passing through United States waters, the Carrier shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA). The Yacht Owner shall provide the Carrier with their full style contact details and any other information the Carrier requires to comply with the ISPS Code and/or the MTSA.

(b) Any loss, damage, costs and expenses caused by failure on the part of the Yacht Owner to comply with this Clause shall be for Yacht Owner's account and any delay caused by such failure and/or resulting from measures imposed by a port facility or by any relevant authority under ISPS/MTSA shall be compensated at the Demurrage rate.

(c) Any additional costs (including reasonable attorney fees), or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for Yacht Owner's account, unless such costs or expenses result solely from Carrier's negligence.

18) Jurisdiction, law & time for suit

This Contract shall be governed by and construed in accordance with the laws of the Netherlands, except as provided elsewhere herein and except for US Trade as to which the US COGSA 1936 shall apply, and any dispute, claim or action under this Contract shall be decided by the District Court of Amsterdam, the Netherlands, to the exclusive jurisdiction of which the Yacht Owner submits himself. The District Court of Amsterdam has non-exclusive jurisdiction in respect of any dispute, claim or action by the Carrier under this Contract.

19) EU & US Advance Customs Filing

Yacht Owner shall ensure that any and all export and import customs formalities relating to the Yacht are timely complied with.

(a) For US Trade (and for Yachts destined for a foreign port but remaining on board at US ports and shipments intended to be transported in-bond as an immediate exportation (IE) or transportation and exportation (T&E)) the Yacht Owner shall ensure full and timely compliance with the US Customs and Border Protection (CBP) 'Importer Security Filing' (known as ISF 10+2 Program). Yacht Owner shall accurately file all necessary data with CBP latest 24 hours before loading date.

(b) For shipments to, from or passing through ports of the European Union the Yacht Owner shall provide all necessary information to the Carrier enabling the Carrier to submit a timely (i.e. latest 72 hours before loading date) and accurate cargo declaration in compliance with the current EU Advance Cargo Declaration Regulations (the Security Amendment to the Community Customs Code, Regulations 648/2005; 1875/2006; and 312/2009) or any subsequent amendments thereto.

(c) The Yacht Owner shall compensate the Carrier at the Demurrage rate, for any time lost due to the failure of the Yacht Owner in complying with any and all of the provisions of this Clause. In addition to the payment of Demurrage, the Yacht Owner assumes all liability for and agrees to indemnify, defend and hold harmless the Carrier, Servants or the Vessel for any claims, costs (including reasonable attorney fees), expenses, penalties, fines, suits, proceedings, actions, demands and liabilities whatsoever arising out of or in connection with the Yacht Owner's failure to comply with any or all of the requirements of Sub-clauses 19(a) and 19(b) or any other applicable customs regulations in general.

20) Rider

(a) Always provided that: (i) the Yacht's length exceeds 90 feet; (ii) the voyage intended hereunder exceeds a scheduled period of ten days, and; (iii) the Yacht is to be carried on a semi-submersible Vessel, the Carrier may agree at its sole discretion to allow the Yacht Owner to nominate one person ("Rider"), provided always that the maximum number of Riders onboard the Vessel does not exceed the total number permitted by local or national regulations or any competent authorities, to accompany the Yacht during the transportation of the Yacht, in which case the Yacht Owner agrees to defend, indemnify, and hold harmless the Carrier, Servants and the Vessel from and against any claim, liability, loss, damage, fines, suits, actions, penalties, costs and/or expense whatsoever which the Carrier, Servants or the Vessel may incur, suffer or be put to arising out of any act, negligence, omission or default by that Rider. The Rider will be an employee of the Yacht Owner, not of the Carrier. The Yacht Owner warrants that the Rider will perform his or her duties, which shall include proper cleaning of the Yacht on a daily basis, and behave himself or herself in a workmanlike and professional manner and will not be negligent.

(b) The Rider will inspect the Yacht, its securing and its contents during the voyage. The Rider will promptly report to the Vessel's crew any need to adjust the system that secures the Yacht to the Vessel. The Rider will be responsible to inspect and adjust where necessary the systems used to secure the appurtenances and contents of the Yacht.

(c) In the event the Yacht Owner chooses to nominate one Rider to accompany the Yacht during the period of transportation, the Yacht Owner and the nominated Rider shall each complete and sign the relevant Free Pass Agreement Forms, which will be deemed fully incorporated into this Contract. If the Carrier agrees that the Yacht may be accompanied by a Rider, this Clause 20 shall be applicable to each additional Rider. The Carrier shall not be liable for any damages that may result from the impossibility of a nominated Rider to accompany the Yacht, for whatever reason, and it is understood that the Master of the Vessel has final discretion whether to allow a Rider to accompany the Yacht.

(d) The Yacht Owner warrants that Rider will possess all necessary and valid papers, visa or other documents to enter the country of destination, or any country that will be visited during the voyage. The Yacht Owner will indemnify, defend and hold harmless the Carrier, Servants and the Vessel for any failure to comply with immigration requirements (or any other requirements which may prevent Rider from entering the country of destination).

(e) While on board the Vessel the Carrier shall provide free meals to the Rider. Opting not to nominate a Rider or the impossibility for a nominated person to accompany the Yacht shall not entitle the Yacht Owner to compensation.

(f) The Yacht Owner shall be liable for any and all damages, including physical damage, personal injury and all economic losses to third parties caused by or contributed to the Yacht Owner's Rider. The Yacht Owner undertakes, and is required, to purchase insurance to cover the risks it has assumed under this Clause 20, in the amount of US\$2,500,000 evidence of which shall be submitted at the time of booking passage for the Yacht. Failure to provide such evidence of insurance obligates the Yacht Owner to purchase this liability insurance through the Carrier, which shall remain in effect until delivery of the Yacht, at additional cost to the Yacht Owner.

21) Validity

Insofar as any provision of this Contract is held to be inconsistent with mandatory law, the provisions of this Contract shall to the extent of such inconsistency but no further be null and void.



ORIGINAL

BEFORE THE
FEDERAL MARITIME COMMISSION

MARK BARR
v.
OCEAN TRADE LINES, INC.

Docket No. 14- 14

Notice of Limited Appearance

Please enter our limited appearance in this proceeding as counsel for Mark Barr for submitting documents to the Federal Maritime Commission and accepting service only.

We request to be informed of service of the administrative law judge's initial or recommended decision and of the Commission's decision in this proceeding by:

☐ telephone (In the event that I am not available when you call, appropriate advice left with my office will suffice.)

☐ facsimile transmission

☒ electronic mail

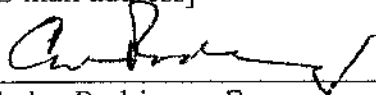
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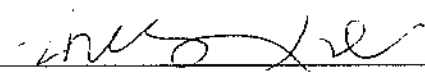
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